

**SECOND AMENDMENT  
TO  
2013 STADIUM LEASE**

**THIS SECOND AMENDMENT TO 2013 STADIUM LEASE** (this “**Amendment**”) is made as of March 29, 2023, by and between **ERIE COUNTY STADIUM CORPORATION**, a New York business corporation and wholly-owned subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development (“**ESD**”), which subsidiary is a public benefit corporation having an office and principal place of business at 633 Third Avenue, New York, New York 10017-6754 (the “**ECSC**”), as sublessor, and **BUFFALO BILLS, LLC**, a Delaware limited liability company (successor in interest to Buffalo Bills, Inc.) having an office and principal place of business at One Bills Drive, Orchard Park, New York 14127 (the “**Bills**”), as sublessee. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed thereto in the 2013 Stadium Lease, as defined below.

**RECITALS:**

**WHEREAS**, the County of Erie, a New York municipal corporation (the “**County**”) has leased the Stadium Complex to the ECSC pursuant to that certain 2013 Master Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014, and as amended by that certain First Amendment to 2013 Master Lease dated as of April 7, 2017 (the “**2013 Master Lease**”);

**WHEREAS**, the ECSC subleases the Stadium Complex to the Bills for the Team to play its home games at the Stadium pursuant to that certain 2013 Stadium Lease dated as of May 6, 2013, as assigned pursuant to that certain Stadium Assignment and Assumption dated as of October 9, 2014, and as amended by that certain First Amendment to 2013 Stadium Lease dated as of April 7, 2017 (the “**2013 Stadium Lease**”);

**WHEREAS**, the County, ECSC and Bills Stadium and Events Company, LLC, a Delaware limited liability company (“**StadCo**”), an Affiliate of the Bills, intend to construct a new stadium complex (the “**New Stadium Complex**”) in accordance with that certain Stadium Development and Construction Coordinating Agreement, dated as of the date hereof (the “**CCA**”), between StadCo, the County and the ECSC, and StadCo intends to occupy and the Bills intend to cause the Team to play its home games at, the New Stadium Complex in accordance with that certain Stadium Lease, dated as of the date hereof (the “**New Stadium Lease**”) between StadCo and ECSC;

**WHEREAS**, the ECSC and the Bills desire to amend the 2013 Stadium Lease to extend the Term to the Amended Expiration Date (as hereinafter defined); and

**WHEREAS**, the County wishes to approve this Amendment as required by the 2013 Stadium Lease.

**NOW, THEREFORE**, for one dollar (\$1.00) and other good and valuable consideration,

the receipt and adequacy of which are hereby acknowledged, the ECSC and the Bills agree as follows:

1. **Recitals.** The recitals set forth above are true and correct, form an integral part of this Amendment, and are hereby incorporated by reference in all respects.

2. **Stadium Lease Expiration Date.** Effective as of the date hereof, the term “2013 Stadium Lease Expiration Date,” as defined in the 2013 Stadium Lease is hereby amended to mean the earlier of (A) July 31, 2028, subject to extension by Force Majeure (as defined in the CCA) as provided in the CCA, (B) Final Completion of the Project (as such terms are defined in the CCA), and (C) the date on which the CCA is terminated pursuant to the express rights and terms therein; provided that if such date occurs within an NFL regular season or post-season or within thirty (30) days following an NFL regular season or post-season, such date shall be automatically extended to the date that is thirty (30) days following the end of such NFL regular season or post-season, as applicable (the “**Amended Expiration Date**”). Effective as of the date hereof, the term “Term,” as defined in the 2013 Stadium Lease, is hereby amended to include the period commencing on July 31, 2023, and expiring on the Amended Expiration Date, or such earlier date provided in the 2013 Stadium Lease (the “**Extended Term**”).

3. **Games to be Played at the Stadium.** Sections 6.1(a) and 6.1(b) of the 2013 Stadium Lease are hereby deleted in their entirety and replaced with the following:

a. Subject to Section 6.1(b) below, and except as otherwise permitted hereunder and by the Non-Relocation Agreement, the Team shall play, and the Bills covenant and agree to cause the Team to play, all of its Games (as defined in the New Stadium Lease) in the Stadium at all times during the Extended Term. Notwithstanding the foregoing, the Team shall be entitled to play, and the foregoing covenant shall not prevent or prohibit the Team from playing, one (1) Home Game (as defined in the New Stadium Lease) outside the Stadium that constitutes an NFL International Game or the Hall of Fame Game (as each term is defined in the New Stadium Lease) during each NFL Season; provided, however, that such exempt Home Game outside the Stadium during any NFL Season shall be non-cumulative and shall expire at the end of each NFL Season.

b. Notwithstanding the provisions of Section 6.1(a), the Bills shall have the right, without first obtaining the ECSC or County’s prior consent, to cause the Team to play any Game at an Alternate Site if there exists an Untenable Condition at the Stadium, provided, however, that the use of any such Alternate Site shall be economically feasible and subject to the prior approval of the NFL, in its sole and absolute discretion. In such event, the Bills shall use good faith efforts to locate an Alternate Site, to the extent available, which is located within the State and that meets NFL criteria. If no such Alternate Site exists, then the Bills shall be permitted to use an Alternate Site outside the State. In no event shall the Bills’ obligation to use good faith efforts to locate an Alternate Site within or outside the State require the Bills take any action that could cause the Bills or the Team to suffer any material economic or scheduling disadvantage as a result thereof. Notwithstanding the foregoing, any Alternate Site located outside the contiguous United States shall be subject to the prior approval of the County and ECSC, such approval not to

be unreasonably withheld, conditioned or delayed; provided that the Bills shall promptly furnish written notice to each of the County and ECSC of the existence of such Untenantable Condition, and within a reasonable time thereafter, shall furnish written notice identifying (to the extent such information is known by Team) (i) such Untenantable Condition, (ii) the expected duration of such Untenantable Condition (including the number of Games expected to be played at the Alternate Site), (iii) the location of the Alternate Site, and (iv) the length of any contractual commitment made by the Bills to cause the Team to play its Games at the Alternate Site and (v) the length of time such relocation may continue may be no longer than is commercially reasonable to eliminate the existence of the Untenantable Condition.

4. **Partial Termination.** Upon Substantial Completion (as such term is defined in the CCA) of the New Stadium Facility (as such term is defined in the New Stadium Lease), the 2013 Stadium Lease will terminate as to all parts of the Stadium Complex other than the Stadium.

5. **The Stadium Complex Repair, Replacement and Maintenance Obligations.**

a. Section 10.1 of the 2013 Stadium Lease is hereby amended to add the following new subsection (c):

Notwithstanding anything to the contrary in this Article X, the Bills, ECSC and the County shall have no obligations to fund or complete any Capital Improvements, other than Structural Repairs funded solely from the Capital Improvement Allowance and the Unspent Capital Improvement Allowance and with the prior written approval of the Bills, ECSC and the County.

b. Notwithstanding anything to the contrary in the 2013 Stadium Lease, the Bills, the County and ECSC agree that any amount in the Unspent Capital Improvement Allowance not expended shall continue be included in the Unspent Capital Improvement Allowance.

6. **Annual Inspections of the Stadium.** Prior to Substantial Completion and during such time as the Team continues to play its Home Games at the Stadium Complex in accordance with the 2013 Stadium Lease, the County shall conduct annual inspections of the Stadium, which annual inspections shall include, without limitation, an assessment of the condition of the upper deck. In connection therewith, the Bills, the County and ECSC shall determine what, if any, remedial improvements are necessary so as to keep the Structural Components of the upper deck in good structural condition and repair and otherwise in accordance with Applicable Law, excepting only normal wear and tear.

7. **Termination.**

a. Upon the expiration of the Extended Term, the 2013 Stadium Lease shall immediately terminate and be of no further force or effect, including, for the avoidance of doubt and without limitation, in the event that the Extended Term terminates pursuant to Section 2(B) of this Amendment, all of the Bills' obligations set forth in Article 19 of the 2013 Stadium Lease.

b. Upon expiration or termination of the 2013 Stadium Lease pursuant to

Section 4 of this Amendment, any amounts held in the ECSC CIA Account and/or the County CIA Account shall be deposited into the Capital Improvement Fund (as such term is defined in the New Stadium Lease) and shall thereafter be available for use in accordance with the terms of the New Stadium Lease.

8. **Costs of Public Approvals.** The Bills agree to reimburse ECSC/ESD/County for the actual, reasonable, verifiable costs incurred by ECSC/ESD/County in approving this Amendment and the related memorandum.

9. **Effect of Amendment.** Except as otherwise modified by this Amendment, the 2013 Stadium Lease is hereby ratified and confirmed by the parties in all respects.

10. **Authority.** Each of the ECSC and the Bills (and the County by execution of the joinders attached hereto) represents and warrants that (i) it has full power and authority to enter into this Amendment and to perform and carry out all obligations, covenants and provisions hereof; and (ii) this Amendment, and the 2013 Stadium Lease, as amended by this Amendment, constitutes the legal, valid and binding obligations of said party in accordance with the terms hereof and has been duly authorized by all necessary board, director, shareholder, manager, legislative, executive, committee and/or agency action, as the case may be, of such party.

11. **Consent of the County.** The County acknowledges receipt of a copy this Amendment and the County consents hereto.

12. **Governing Law; Venue.** Each Party hereby consents to the jurisdiction of the courts of the State of New York and/or the United States District Court for the Western District of New York in any action or proceeding arising under or relating to this Amendment (with Buffalo, Erie County, New York, as the venue for any action or proceeding). Each Party agrees not to institute suit against the others in a court in any jurisdiction, except as stated above, without the other Parties' consent. Each such Party waives any claim that Erie County, New York or the Western District of New York is an inconvenient forum or an improper forum based on improper venue. Each such Party agrees to service of process in any form or manner permitted by law, addressed to it as set forth in Section 1.2 of the 2013 Stadium Lease. The Parties further agree that all matters with respect to the validity, construction or interpretation of this Amendment shall be governed by and interpreted in accordance with the internal law of the State of New York, without reference to any conflict of laws provisions except for Sections 5-1401 and 5-1402 of the New York General Obligations Law. Each Party agrees that a true, correct and complete copy of this Amendment kept in a Party's course of business may be admitted into evidence as an original.

13. **Recording.** Upon the execution and acknowledgment hereof, this Amendment or a memorandum hereof shall be recorded in the real property records of Erie County, New York.

14. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Copies of signatures to this Amendment are effective as original signatures, including electronic signatures executed via DocuSign, PDF, or scans transmitted

via email.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the ECSC and the Bills have executed this Amendment as of the day and year first above written..

**SUBLESSOR:**

**ERIE COUNTY STADIUM CORPORATION**

By: \_\_\_\_\_

Name: Steven Ranalli

Title: President

**SUBLEESSEE:**

**BUFFALO BILLS, LLC**

By: \_\_\_\_\_

Name: Terrence M. Pegula

Title: Authorized Signatory

*[Signatures Continue on Following Page]*

*[Signature Page to Second Amendment to 2013 Stadium Lease]*

Approved:

**THE COUNTY OF ERIE**

By: \_\_\_\_\_

Name: Mark C. Poloncarz

Title: County Executive

Approved as to Form:

\_\_\_\_\_  
Jeremy Toth,  
County Attorney

Approved as to Content:

\_\_\_\_\_  
Lisa Chimera,  
Deputy County Executive

*[Signature Page to Second Amendment to 2013 Stadium Lease]*

STATE OF NEW YORK                    )  
  :SS.  
COUNTY OF \_\_\_\_\_                )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Steven Ranalli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
  :SS.  
COUNTY OF \_\_\_\_\_                )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Terrence M. Pegula, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
  :SS.  
COUNTY OF \_\_\_\_\_                )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, a notary public in and for said state, personally appeared Mark C. Poloncarz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public